to issue a marriage certificate to any male applicant who does not produce a physician's certificate stating the applicant to be free from acquired venereal diseases, and provides that the physician's fee for such examinations shall not exceed three dollars. *Held*, that the statute violates Article 1, section 1, and Article 1, section 18, of the Wisconsin Constitution. *Peterson* v. *Widule*, (Circuit Ct. of Milwaukee County, Wis.). Not officially reported.

The probability that other states will enact statutes modeled after the one held invalid in the principal case gives rise to a discussion of such statutes from the point of view of the Fourteenth Amendment and similar provisions in state statutes. See NOTES, p. 573.

SALES — TITLE OF GOODS SUBJECT TO BILL OF LADING — BILL OF LADING AS SECURITY FOR ADVANCES; NATURE OF PLEDGEE'S INTEREST — EFFECT OF SURRENDER ON A "TRUST RECEIPT." — The plaintiff bank advanced money on the security of several order bills of lading duly indorsed. Subsequently in return for a receipt it indorsed and delivered the bills to the original owner of the goods to effect a transfer of the goods to a warehouse. The owner sold the non-negotiable warehouse receipts he received on deposit of the goods to the defendant. *Held*, that the plaintiff is entitled to the goods. *B. W. McMahan & Co.* v. *State Nat. Bank*, 160 S. W. 403 (Tex. Civ. App.).

For a discussion of the application of the mercantile view of negotiable documents of title, see NOTES, p. 583.

TITLE OWNERSHIP AND POSSESSION — POSSESSION — CONTROL OF SAFE DEPOSIT COMPANY OVER SECURITIES IN BOX OF DEPOSITOR. — An action was brought by the State of New York to recover a penalty under the Inheritance Tax Act, which provided that no safe-deposit company, "having in possession or under control" securities of a decedent, should transfer them to the legal representative without first notifying the Comptroller. The defendant company had allowed the removal of securities from a safety-deposit box without notice. They controlled access to the vault, but the decedent and his agent held the only keys to the box. It was claimed by the defendant that they did not have the securities "in possession or under control." *Held*, that the defendant is not liable. *People* v. *Mercantile Safe Deposit Co.*, 159 N. Y. App. Div. 98 (N. Y. Sup. Ct., App. Div., 1st Dept.).

The Supreme Court of Illinois under a similar statute recently decided squarely the opposite where the bank had one key and the depositor another, both of which were necessary for access to a safe-deposit box. *National Safe Deposit Co.* v. *Stead*, 250 Ill. 584. The Supreme Court of the United States in reviewing this decision held that the vault owner had sufficient control to prevent the statute from being unconstitutional as an arbitrary attempt to impose the liabilities of possession when none existed. 34 Sup. Ct. Rep. 209. It is difficult to agree with the Illinois court that the bank has actual possession. For complete possession there must be present active dominion. *Sullivan* v. *Sullivan*, 66 N. Y. 37, 41; 6 HARV. L. REV. 443; see article by Albert S. Thayer, 18 HARV. L. REV. 196. The bank may be excluded from such an active dominion by the depositor, but through its own power to exclude has acquired one important element of possession, and has sufficient control to bring it fairly within the obvious purpose of the statute. Just how far such legislation is intended to cover cases where there is a power to exclude is doubtful. The owner of a large office building who rents separate rooms has a power to exclude at the street entrance, but clearly would not be within the statute. It is submitted, however, that in the principal case as well as the Illinois case there was "control" within the meaning of the legislature.

USURY — FORFEITURES — RIGHT OF DIRECTOR TO ENFORCE PENALTY AGAINST CORPORATION. — The plaintiff paid usurious interest on a loan made